



February 9, 2005

Fitchburg Gas And Electric Light Co *company*
6 Liberty Lane West
Hampton, NH 0842

Attention: David Foote

Re: Extension of Long-Term Service Agreement
Modified Early Renewal Incentive Option (ERIO)
Pursuant to Article III, Section 10.4 of Tennessee Gas Pipeline Company's General Terms and
Conditions of its FERC Gas Tariff
Gas Transportation Agreement Contract Number(s) 2915

Dear David:

I am writing regarding the above-referenced Gas Transportation Agreement(s) ("Agreement(s)") between Fitchburg Gas And Electric Light Co and Tennessee Gas Pipeline Company ("Tennessee") relating to the firm transportation by Tennessee of certain quantities of gas ("Service Package").

Article XII of the Service Package(s) provides, in part, as follows:

This contract shall be effective as of 9/1/1993, and shall remain in force and effect until 11/1/2000 ("Primary Term") and on a month-to-month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then unless Shipper elects upon one year's prior written notice to Tennessee to request a lesser extension term, the Agreement shall automatically extend upon the expiration of the Primary Term for a term of five years; and shall automatically extend for successive five-year terms thereafter unless Shipper provides notice described above in advance of the expiration of a succeeding term; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

As a result of Fitchburg Gas And Electric Light Co's acceptance of Tennessee's Early Renewal Incentive Option offer, Article XII-Term of the Agreement was amended through an amendment letter agreement on July 9, 1999 by adding the following:

Notwithstanding Article III, Section 10.4 of the General Terms & Conditions of Transporter's FERC Gas Tariff and Section 12.1 of the Agreement, Shipper's first extension of the Agreement in accordance with Article III, Section 10.4 on or after the effective date of this amendment shall not be posted for bidding on Transporter's Electronic Bulletin Board as described in Article III, Section 10.4(a) provided that Shipper's election of such extension is for (i) a term of less than or equal to five years; and (ii) any Transportation Quantity up to the Transportation Quantity then effective under the Agreement; and (iii) Transporter's applicable maximum rates. Shipper shall retain its right of first refusal only if the extension is for a term of one year or more. Except as expressly amended hereby, Transporter's and Shipper's rights and obligations described in Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff and Section 12.1 of the Agreement shall remain in full force and effect as written.

Further, Fitchburg Gas And Electric Light Co ^{company} extended the above-mentioned Service Package through 3/31/2006 pursuant to Article III, Section 10.5 of the General Terms & Conditions of Tennessee's tariff (the "GT&C").

Our records indicate that the Service Package(s) will automatically extend for a term of five years effective 3/31/2006, unless Fitchburg Gas And Electric Light Co ^{company} notifies Tennessee *in writing* to the contrary by close of business on 3/31/2005.

Therefore, in accordance with Article III, Section 10.4 of the GT&C, please indicate your decision below and return a copy of this election form to my attention by facsimile at 713-420-4343.

TGP Contract Number 2915

1. ✓ Election to extend at Tennessee's maximum rates
✓ For the Service Package Extension term and transportation quantity.
____ For a lesser extension term than provided for in the Service Package
Proposed Extended Term: _____
For 1 year or more not to exceed 5 years
____ For a lesser extension term of less than 1 year.
Proposed Extended Term: _____
(optional open season with no ROFR or future rollover)
____ For a reduced service package transportation quantity[†]
Transportation Quantity: _____ Dth per day
Proposed Extended Term: _____
2. _____ Election to waive modified 10.4 rights and extend at less than Tennessee's maximum rates*
Proposed Rate: _____
Proposed Extended Term: _____
(mandatory open season with no ROFR or future rollover)
- (You will be contacted by your Marketing Manager.)
* Tennessee has the right to establish a minimum rate for the ROFR open season, which could be up to the maximum applicable rate.
3. _____ Election to terminate

FITCHBURG GAS AND ELECTRIC LIGHT CO ^{company}

BY: [Signature]
NAME: David K. Foote
TITLE: Senior Vice President
DATE: 3/22/05

If you should have any questions or need further assistance, please contact me at 713-420-2727.

Sincerely,

[Signature]

Dodson Skipworth
Marketing Manager

[†]If FITCHBURG GAS AND ELECTRIC LIGHT CO contemplates electing a Reduced Transportation Service Package Quantity, on other than a normal pro rata basis across the Service Package, please contact your Marketing Manager as soon as possible to discuss implementation of such a reduction. Otherwise, Tennessee will implement a binding reduction on a pro rata basis. Any non-pro rata reduction must have the same zone makeup of the Service Package.

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